IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO.11 OF 2004
IN
SUMMARY SUIT NO.2645 OF 2003

Mr.Dhirajlal Maganlal Shah ..Plaintiff.

Vs.

M/s.Prakash Clothing Co.
& Ors. ..Defendants.

Mr.Paras N. Vira, Advocate for the Plaintiff.

None for the Defendants.

CORAM: S.J.VAZIFDAR, J.
DATED: 18TH JANUARY, 2005

P.C. :

The suit is filed to recover an amount of Rs.1,85,625/- in respect of money lent and advanced by the Plaintiff to the Defendants.

2. The Defendant acknowledged receipt of the loan of Rs.50,000/- by a letter dated 7.7.2000. The Defendant also executed a promissory note in the sum of Rs.1,00,000/- dated 30.8.2000. Both the documents specify that interest would be payable at 15% per annum. A declaration to this effect was also signed by the Defendant. The Defendant has also executed the balance confirmation letters in

respect of the claims. The Plaintiff addressed demand notices by his Advocate’s letters dated 14.5.2003 and 21.7.2003. However, the same remained unanswered.

3. No affidavit in reply has been filed. There is no defence whatsoever to the claim in the suit.

4. In the circumstances, Summons for Judgment is made absolute with costs.

Refund of Court fees as per rules.

For the purpose of refund, all parties, including the Prothonotary and Senior Master to act on an ordinary copy of this order duly authenticated by the Associate/Court Stenographer.